

*Embassy of the United States of America  
Dublin, Ireland*

42 Elgin Road,  
Ballsbridge, Dublin 4.

March 30, 2021

To: Prospective Offerors

Subject: Request for Quotations (RFQ) number 19E13021Q0004

The Embassy of the United States in Dublin is currently seeking quotations from suitably qualified contractors for Routine Preventative Maintenance Services to the Embassy Perimeter Access Control Equipment. A Statement of Work (SOW) is included in the solicitation.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

**Proposals with Quotations must be submitted no later than 15.00 (local time) Wednesday, April 21, 2021. No quotations will be accepted after this time.**

In order for a quotation to be considered, you must also complete and submit the following:

1. SF1449;
2. Section 1, Pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3;

Proposals with Quotations may be submitted electronically to US Embassy Procurement Office [DublinGSOProcurement@state.gov](mailto:DublinGSOProcurement@state.gov) or by delivery to the U.S. Embassy, 42 Elgin Road, Dublin 4; for the attention of GSO Procurement.

Sincerely,

## TABLE OF CONTENTS

### Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number **19E13021Q0004**, Prices, Block 23
- Continuation To SF-1449, RFQ Number **19E13021Q0004**, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>PR9612873</b>		PAGE 1 OF <b>1</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>19E13021Q0004</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Mary T. Hyland</b>		b. TELEPHONE NUMBER (No collect calls) <b>+353 85 8595342</b>		6. SOLICITATION ISSUE DATE <b>03/30/2021</b>	
9. ISSUED BY <b>Embassy of the United States Procurement Office 42 Elgin Road, Ballsbridge, Dublin 4, D04 TP03</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: _____			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO <b>Embassy of the United States 42 Elgin Road, Ballsbridge, Dublin 4, D04 TP3</b>				16. ADMINISTERED BY CODE _____			
17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY CODE _____ <b>Embassy of the United States Financial Management Centre 42 Elgin Road, Ballsbridge Dublin 4, D04 TP03 via Electronic Funds Transfer</b>					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Perimeter Access Control Equipment, Preventative Maint. Delta Barriers & Speed Gates per attached Scope of Works (SOW) Base Year Option Year 1 Option Year 2 Option Year 3 Option Year 4  (Use Reverse and/or Attach Additional Sheets as Necessary)			1 1 1 1 1	lot lot lot lot lot		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED, ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED, ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA • FAR (48 CFR) 53.212			

## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER 19E13021Q0004  
PRICES, BLOCK 23

### 1.0 DESCRIPTION

The U.S. Embassy Dublin requires a preventive maintenance services agreement for Perimeter Access Control Equipment. As a result, all systems serviced under this agreement shall be maintained in good operational condition.

#### 1.1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in EURO. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances as per Item 8.4 where applicable. No additional sums will be payable for any escalation in the cost of materials, equipment, labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the required results. The contract price will not be adjusted due to fluctuations in currency exchange rates.

#### 1.2. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance, and will be expected to commence no later than June 30, 2021.

### 2.0 PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty. Rates shall reflect materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT (if applicable).

#### 2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

2.2 **Base Year** - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

CLIN	Description	Quantity of Equip	Type of Service	No of Service	Unit Price	Total per year
1	Delta DSC2000 6656B HPU Bollard	3 plates	Monthly	12		
2	Delta DSC2000 6656B HPU Bollard	3 plates	Annual	1		
3	Delta DSC2000 6656B HPU Bollard	4 plates	Monthly	12		
4	Delta DSC2000 6656B HPU Bollard	4 plates	Annual	1		
5	Delta TT207S 6656C HPU Wedge Barrier	1	Monthly	12		
6	Delta TT207S 6656C HPU Wedge Barrier	1	Annual	1		
7	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Monthly	12		
8	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Annual	1		
9	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Monthly	12		
10	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Annual	1		
11	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Monthly	12		
12	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Annual	1		
13	VAT, specify rate %		All	1		
14	Total Base Year					

2.3 **Option Year 1** - The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equip	Type of Service	No of Service	Unit Price	Total per year
1	Delta DSC2000 6656B HPU Bollard	3 plates	Monthly	12		
2	Delta DSC2000 6656B HPU Bollard	3 plates	Annual	1		
3	Delta DSC2000 6656B HPU Bollard	4 plates	Monthly	12		
4	Delta DSC2000 6656B HPU Bollard	4 plates	Annual	1		
5	Delta TT207S 6656C HPU Wedge Barrier	1	Monthly	12		
6	Delta TT207S 6656C HPU Wedge Barrier	1	Annual	1		
7	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outer 1	Monthly	12		
8	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outer 1	Annual	1		
9	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Monthly	12		
10	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Annual	1		
11	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Monthly	12		
12	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Annual	1		
13	VAT, specify rate %		All	1		
14	Total Option Year 1					

2.4 **Option Year 2** - The Contractor shall provide the services shown below for Option Year 2, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equip	Type of Service	No of Service	Unit Price	Total per year
1	Delta DSC2000 6656B HPU Bollard	3 plates	Monthly	12		
2	Delta DSC2000 6656B HPU Bollard	3 plates	Annual	1		
3	Delta DSC2000 6656B HPU Bollard	4 plates	Monthly	12		
4	Delta DSC2000 6656B HPU Bollard	4 plates	Annual	1		
5	Delta TT207S 6656C HPU Wedge Barrier	1	Monthly	12		
6	Delta TT207S 6656C HPU Wedge Barrier	1	Annual	1		
7	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Monthly	12		
8	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Annual	1		
9	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Monthly	12		
10	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Annual	1		
11	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Monthly	12		
12	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Annual	1		
13	VAT, specify rate %		All	1		
14	Total Option Year 2					

**2.5 Option Year 3** - The Contractor shall provide the services shown below for Option Year 3, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equip	Type of Service	No of Service	Unit Price	Total per year
1	Delta DSC2000 6656B HPU Bollard	3 plates	Monthly	12		
2	Delta DSC2000 6656B HPU Bollard	3 plates	Annual	1		
3	Delta DSC2000 6656B HPU Bollard	4 plates	Monthly	12		
4	Delta DSC2000 6656B HPU Bollard	4 plates	Annual	1		
5	Delta TT207S 6656C HPU Wedge Barrier	1	Monthly	12		
6	Delta TT207S 6656C HPU Wedge Barrier	1	Annual	1		
7	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Monthly	12		
8	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outter 1	Annual	1		
9	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Monthly	12		
10	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Annual	1		
11	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Monthly	12		
12	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Annual	1		
13	VAT, specify rate %		All	1		
14	Total Option Year 3					

**2.6 Option Year 4** - The Contractor shall provide the services shown below for Option Year 4, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

CLIN	Description	Quantity of Equip	Type of Service	No of Service	Unit Price	Total per year
------	-------------	-------------------	-----------------	---------------	------------	----------------

1	Delta DSC2000 6656B HPU Bollard	3 plates	Monthly	12		
2	Delta DSC2000 6656B HPU Bollard	3 plates	Annual	1		
3	Delta DSC2000 6656B HPU Bollard	4 plates	Monthly	12		
4	Delta DSC2000 6656B HPU Bollard	4 plates	Annual	1		
5	Delta TT207S 6656C HPU Wedge Barrier	1	Monthly	12		
6	Delta TT207S 6656C HPU Wedge Barrier	1	Annual	1		
7	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outer 1	Monthly	12		
8	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Outer 1	Annual	1		
9	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Monthly	12		
10	Bavak Speed Gate Type: 5G B-Secure BD	Elgin Rd Inner 2	Annual	1		
11	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Monthly	12		
12	Bavak Speed Gate Type: 5G B-Secure BD	Pembroke Rd 3	Annual	1		
13	VAT, specify rate %		All	1		
14	Total Option Year 4					

**2.7 Total for all years:**

Base Year                      EURO \_\_\_\_\_  
Option Year 1                EURO \_\_\_\_\_  
Option Year 2                EURO \_\_\_\_\_  
Option Year 3                EURO \_\_\_\_\_  
Option Year 4                EURO \_\_\_\_\_

TOTAL                      EURO\_\_\_\_\_

2.8 **Repair option.** Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event an issue is discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3, any necessary repairs or parts will be submitted for approval, and then billed against a separate PO. The Contractor **Shall Not** do any additional work without prior approval.

Repair Labor Rates	
Base Year	EURO_____/hr
Option Year 1	EURO_____/hr
Option Year 2	EURO_____/hr
Option Year 3	EURO_____/hr
Option Year 4	EURO_____/hr

2.9 **Emergency call.** Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event an issue is discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3, any necessary repairs or parts will be submitted for approval, and then billed against a separate PO. The Contractor **Shall Not** do any additional work without prior approval.

Repair Labor Rates	
Base Year	EURO_____/hr
Option Year 1	EURO_____/hr
Option Year 2	EURO_____/hr
Option Year 3	EURO_____/hr
Option Year 4	EURO_____/hr

### 3.0 **NOTICE TO PROCEED**

After contract award, submission of acceptable insurance certificates, and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall commence.

### 4.0 **EQUIPMENT AND PERFORMANCE REQUIREMENTS**

4.1. The U.S. Embassy Dublin requires the Contractor to maintain existing systems in a safe, reliable, and efficient operating condition. Refer to Exhibit A for covered equipment details.

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies, and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this contract, the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance; and provide consumable materials.

#### 4.3. Performance Standards

The perimeter access control systems shall be operable 24 hours per day, 7 days per week. The Contractor shall schedule all preventive maintenance work with the site Facility Manager to avoid disrupting normal operations of the Consulate General.

### 5.0 HOURS OF PERFORMANCE

5.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 08:00 AM and 16:00 PM Monday through Friday. No work shall be performed on U.S. Government or local holidays without prior approval by Post. A complete schedule of all holidays may be provided to the Contractor upon request.

### 6.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General. The Contractor shall designate a representative whom shall supervise the Contractor's technicians and be the appointed liaison with the American Consulate General. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment, associated areas, and will be escorted by Consulate General personnel.

6.2 Personnel Security. The US Government reserves the right to deny access to U.S.-owned and operated facilities to any individual. The Contractor shall provide the names, biographic data, and police clearance on all personnel provided for this contract prior to their utilization. Submission of information shall be made within 10 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled arrival.**

6.2.1 Vehicles. Contractor vehicles will not be permitted inside the Consulate General compound without prior approval. If you need vehicle access, please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to arrival.

6.2.1 The US Government shall issue identity cards to the Contractor's personnel after they are approved. The Contractor's personnel shall display said identity card on their uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves the Contractor's service, or at the request of the US Government. The US Government reserves the right to deny access to U.S.-owned and operated facilities to any individual.

6.3 Security Clearances. All work under this contract that is scheduled in non-CAA areas may be performed by un-cleared Americans or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel, as needed, to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager (FM) or their designated representative.

#### 6.4 Standards of Conduct

6.4.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor's employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The US Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such employees to maintain continuity of services at no additional cost to the Government.

6.4.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat, and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide each employee and supervisor uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

6.4.3 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays, failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

6.4.4 Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, intimidation in any form, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

6.4.5 Intoxicants and Narcotics. The Contractor shall not allow its employees, while on duty, to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances which produce similar effects.

6.4.6 Criminal Actions. Contract employees may be subject to prosecution for criminal actions, as allowed by law, in certain circumstances. These circumstances include, but are not limited to, the following:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official document or record
- Concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property
- Theft
- Vandalism
- Immoral conduct
- Unethical or improper use of official authority or credentials

- Security violations
- Organizing or participating in gambling of any form
- Use of weapons.

6.4.7 Key Control. The Contractor **will not** be issued any keys. Keys shall be checked out from Post 1 by a “Cleared American” escort as required.

6.4.8 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying, or threatening to delay, the timely performance of this contract.

## 7.0 SCHEDULED PREVENTIVE MAINTENANCE

### 7.1. General

7.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated/running.

7.1.2. The Contractor shall inventory, supply, and replace expendable parts that have become worn due to wear and tear. The Contractor shall maintain a supply of expendable and common parts to be readily available for normal maintenance. The Contractor shall include in his price all expendable items. This includes hoses, belts, oil, chemicals, filters, grease, appropriate tools, buckets, containers, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material, and oil spill containment kits.

7.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (i.e. bearings, pistons, piston rings, crankshaft, and gears). **Hardware replacements will be separately priced out by the Contractor for the US Government’s approval and acceptance.** The US Government has the option to accept or reject the Contractor’s quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by the awarded Contractor’s negligence.

7.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation. If the Contractor proceeds to replace any electronic or electrical device without COR approval, the Contractor shall remove the parts at no cost to the Government.

### 7.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks to be performed. The Contractor shall prepare this schedule and task description in a checklist format for the COR’s approval prior to contract work commencement.

7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A for equipment listed in the SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.

7.2.2. It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

## 8.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians, with the appropriate tools and testing equipment, for scheduled maintenance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all necessary materials and supplies to maintain, service, inspect, and test all the systems to be maintained.

8.1 Contractor Furnished Materials. The Contractor shall include in his price all expendable items. This includes hoses, belts, oil, chemicals, filters, grease, appropriate tools, buckets, containers, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material, and oil spill containment kits. See 7.1.2.

8.2 Repairs. Repairs are not included in this contract. See Item 7.1.3. Exclusions.

8.3 Disposal of Used Oil, Fuel, Batteries, and Other Toxic Substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to US Government and local laws. After proper disposal, the Contractor must show proof of authorized disposal of these toxic/hazardous substances. Items being disposed may not be left for US Consulate General personnel to throw away. Items for disposal must be taken off site after each visit.

9.0. DELIVERABLES: The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (See Section 6.2)	1	30 days after contract award	COR
Certificate of Insurance (See Section 11.2)	1	10 days after contract award	CO
Certification of disposal of toxic chemicals by local authorities (See Section 8.3)	1	After each fluid change	CO
Checklist signed by Contractor's employee (See Section 7.2)	1	After completion of each maintenance service	COR
Invoice (See Section 15)	1	After completion of each maintenance service	COR

## 10.0 INSURANCE REQUIREMENTS

10.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death, property damage, or losses

suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

10.2 **Insurance.** The Contractor, at its own expense, shall provide and maintain whatever insurance is legally necessary during the entire period of performance of this contract. **The Contractor shall carry the following minimum insurance:**

Comprehensive General Liability	
Bodily Injury	EURO 13,000,000.00
Property Damage	EURO 6,500,000.00
Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	
Statutory, as required by host country law	
Employer's Liability	EURO 13,000,000.00

10.3 **Worker's Compensation Insurance.** The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

#### 11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities, the entire burden of this registration shall fall upon the Contractor. Any local or other taxes, which may be assessed against the contract, shall be payable by the Contractor without Government reimbursement.

#### 12.0 QUALITY ASSURANCE PLAN (QAP).

12.1 **Plan.** This plan is designed to provide an effective surveillance method to promote a quality Contractor performance. The QAP provides a means for the Contracting Officer's Representative (COR) to monitor the Contractor's performance, advise the Contractor of unsatisfactory conditions, and notify the Contracting Officer of continued neglect. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all services set forth in the performance work statement (PWS)	1 thru 12	All required services are performed and no more than one (1) customer complaint is received per month

12.2 **Surveillance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If warranted, the COR will send the complaints to the Contractor for corrective action.

12.3 Standard. The performance standard allows no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of all complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

#### 12.4. Procedures.

12.4.1 If any Government personnel observes unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

12.4.2 The COR will complete appropriate documentation to record the complaint.

12.4.3 If the COR determines the complaint is unwarranted, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

12.4.4 If the COR determines the complaint is warranted, the COR will inform the Contractor and give the Contractor additional time to correct the violation, if additional time is required and available. The COR shall determine how much time is reasonable.

12.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

12.4.6 If the Contractor disagrees with the complaint after investigation of the site, and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

12.4.7 The COR will consider complaints as resolved unless otherwise notified by the complainant.

12.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection Clause.

### 13.0 TRANSITION PLAN/CONTACTS

Within 10 days after contract award, the Contracting Officer may ask the Contractor to develop a plan to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

13.1 Contracting Officer Representative (COR). The following are the designated Contracting Officer Representative (COR)

Embassy Facility Management Supervisor

### 14.0 SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed, including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed, including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Consulate General's payment office, whichever is later. Invoices shall be sent to:

US Embassy Dublin  
Attn: Financial Management Office  
42 Elgin Road, Ballsbridge  
Dublin 4, D04 TP03

[DublinFMC@State.gov](mailto:DublinFMC@State.gov)

CONTINUATION TO SF-1449,  
RFQ NUMBER **19E13021Q0004**  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. GENERAL INFORMATION:

The U.S. Embassy Dublin requires a preventive maintenance services agreement for Perimeter Access Control Equipment. As a result, all systems serviced under this agreement shall be maintained in good operational condition.

II. DESCRIPTION OF EQUIPMENT: EXHIBIT A

Description	Quantity of Equipment
Delta DSC2000 6656B HPU BOLLARDS	3 Plates
Delta DSC2000 6656B HPU BOLLARDS	4 Plates
Delta TT207S 6656C HPU WEDGE BARRIER	1
BAVAK SPEED GATES Type: SG B-Secure BD	Elgin Rd outer 1
BAVAK SPEED GATES Type: SG B-Secure BD	Elgin Rd Inner 2
BAVAK SPEED GATES Type: SG B-Secure BD	Pembroke Rd 3

III. GENERAL REQUIREMENTS:

The Contractor will be responsible for labor and materials (see 7.1.2) required to carry out all preventive maintenance as outlined in this SOW.

IV. SCOPE OF WORK - - PERIMETER ACCESS CONTROL SYSTEM PREVENTIVE MAINTENANCE

The Contractor shall provide all materials, supervision, labor, tools, and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use safety protection while work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

If any discrepancies are found with the perimeter access control system systems that are not covered under this scope of work, the Contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work must be completed:

#### **A. Locally Procured Rolling Vehicle Gates**

##### **MONTHLY**

1. Check position of both open and closed limit switch cam followers on cam ramps. Position should be consistent after every stop and in approximate middle of the ramp. Adjust as necessary.
2. Check that safety edge switch reverses gate towards the open position if contacted during closing. See electrical trouble shooting if it does not reverse.
3. Check that I-R sensor beam reverses gate towards the open position if interrupted during closing. See electrical trouble shooting if it does not reverse.
4. Check that the safety edge switch or I-R sensor beam will not open gate if contacted when the gate is in the full closed position, i.e., gate closed limit switch cam follower on the cam ramp.
5. Check all control functions for complete operation of all features.
6. Check gear box oil level at beginning and end of first week of service.
7. Grease main V-groove wheels at beginning and end of first week of service.
8. Make inspection of rack and pinion clearances. Adjust as necessary. When all is perfect, a light tack weld can be made to the rack securing lugs if desired. (**Note:** Keep weld small to avoid heavy grinding if it should ever be necessary to realign rack due to collision, settling or other reason.)
9. Confirm that the Gate operates smoothly during the open and close cycle.
10. Check position of both open and closed limit switch cam followers on cam ramps. Position should be in approximate middle of the ramp. Adjust as necessary. Clean and lubricate cam followers with spray lubricant (WD-40 or similar).
11. Check that safety edge switch reverses gate towards the open position if contacted during closing. See electrical trouble shooting if it does not reverse.
12. Check that I-R sensor beam reverses gate towards the open position if interrupted during closing. See electrical trouble shooting if it does not reverse.
13. Check that the safety edge switch or I-R sensor beam will not open gate if contacted when the gate is in the full closed position, i.e., gate closed limit switch cam follower on the cam ramp.
14. Check all control functions for complete operation of all features. Replace bulbs as necessary on indicators.
15. Check condition of rack and pinion. Look for missing teeth or excessive wear. Check clearances between rack and pinion. Adjust if necessary. Remove any grease or grime. Do not grease rack as this retains dirt and will cause excessive wear eventually.
16. Check gear box oil level. Correct as necessary.
17. Grease main V-groove wheels.

18. Remove, inspect, lubricate, and re-install guide wheels on upper drive end support post.
19. Clean dirt and debris from around ground track and run out area. Clear vegetation from area if necessary.
20. Check paint finish for onset of corrosion or damage from vehicle collisions. Repair finish as necessary.
21. Document service on Inspection Report.

## **ANNUAL**

1. Drain the oil from the gear box. Note any indications of excessive wear, ie, metal chips, etc. Refill with clean filtered oil per manufacturers recommendation.
2. Jack up each end of the gate in turn to remove, disassemble, clean and re-lubricate main drive V-groove wheels. Specifically look for indications of wear or abuse on both axles and the track contact area.
3. Tighten or replace any loose bolts on fixings or covers. Drill and tap to next size or use inserts if threads are stripped.
4. Test motor starter overloads by pressing the test button. Replace if necessary or press reset. Auto/Manual switch should be in the **Manual** position.
5. Document service on Inspection Report.

## **B. Delta Wedge Barrier – Monthly & Annual Service**

### **MONTHLY**

1. Shut system off and drop system pressure to zero.
2. Replace the oil filter at first monthly maintenance. For systems that are cycled less than 100 cycles per day, replace every third month thereafter. If system is cycled above this rate, or the location is in a high dust environment, replace the filter monthly.
3. Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned on. Log value and pressure setting on the service checklist and give the checklist to the COR at the completion of each service.
4. Confirm that the Barrier operates smoothly during the raise and lower cycle. Adjust speeds as desired.
5. Without placing any body parts under the Barrier ramp, check for debris build up in the bottom of the foundation frame. Check for indications of oil leaks around the cylinders and Barrier header fittings. Check that the frame of the Barrier is free of water. Should water be present or seems to be accumulating, determine if the drain is blocked. Correct as necessary.
6. Observe Safety Precautions for working under the Barrier. Remove the bearing block inspection plates and check the tightness of each of the eight hardened steel cap screws holding the two bearing blocks. Anti-seize compound has been used on the bolts, reapply if you remove the bolts. The proper torque value is 45 foot-lbs [60 N-M]. Check for sand and debris about the bearings and shafts and clean if necessary. Inspect and lubricate all bronze style bearings and pins. Graphite/fiberglass bearings should be inspected for any damage and replaced as necessary, lubrication of these style bearings is optional. Reinstall top plates; check all top plate bolts for tightness. Note any tendencies for the top plate bolts to loosen.

7. Check the operation of the Barrier heaters if so equipped. They should get warm in approximately one minute after energization.
8. Check all control functions for complete operation of all features.
9. With the hydraulic system pressure bleed to zero, add clean, filtered oil to the top of the site glass.
10. Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.
11. Turn power on and bring system back to operation.
12. Wipe down the entire assembly ensuring that all exposed and internal parts are clean and dust free.
13. Clean out leaves and debris from all parts of the equipment.

### **ANNUAL**

1. Drain the oil from the reservoir and flush with mineral spirits or clean oil. After wiping down the tank sides and bottom to assure that no contamination remains, replace with clean filtered oil.
2. Remove hydraulic cylinder shroud and check that the hydraulic cylinders are not leaking internally (see Hydraulic Trouble Shooting section for details). Replace cylinder seals or cylinder as necessary.
3. Check cylinder clevis and cotter pins for wear, replace as necessary.
4. Examine the foundation frame for debris buildup; check drain lines and sump wells for drainage. Clean debris.
5. Tighten or replace any loose top plate bolts. Drill and tap to next size or use inserts if threads are stripped.
6. Check condition of the Barrier paint surface. Prepare, prime and touch up areas where the paint has been chipped or worn away. Apply new reflective tape as necessary.
7. Check hydraulic interconnect lines for kinks, contact wear or bulging. Replace or protect hoses as required.
8. Thoroughly clean the HPU, removing dust and spilled oil. Remove any rust build up on components. Touch up paint where necessary.
9. Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned on. (See Hydraulic Section for details.) Log value and pressure setting on Log sheet provided.
10. Test motor starter overloads by pressing the test button. Replace if necessary or press reset. Auto/Manual switch should be in the Manual position.
11. Check the pressure relief valve by depressing the starter armature and allowing unit to run to the relief pressure value of 2200 psig [152 bar]. Adjust as necessary.
12. QUARTERLY: Change hydraulic oil filter.
13. ANNUALLY: Change hydraulic system oil (Shell Tellus 46 or approved equal) and system filter.

### **C. Delta DSC720 Bollard System – Monthly & Annual Service**

#### **MONTHLY**

1. Shut system off and drop system pressure to zero.

2. Replace the oil filter at first monthly maintenance. For systems that are cycled less than 100 cycles per day, replace every third month thereafter. If system is cycled above this rate, or the location is in a high dust environment, replace filter monthly.
3. Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned on. (See Hydraulic Section for details.) Log value and pressure setting on Log sheet provided.
4. Confirm that the Bollards operate smoothly during the raise and lower cycle. Adjust speeds as desired.
5. Remove Bollard top cap and check for debris build up in the bottom of the foundation tube. Check for indications of oil leaks around the cylinder and Bollard bulkhead fittings. Tighten fittings and clean debris as necessary.
6. Check the operation of the Bollard heaters. They should get warm in approximately one minute after energization.
7. Check all control functions for complete operation of all features.
8. Turn off pump/motor power, bleed system pressure to zero and add clean, filtered oil to the top of the site glass.
9. Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.
10. Turn power on and bring system back to operation.
11. Wipe down the entire assembly ensuring that all exposed and internal parts are clean and dust free.
12. Clean out leaves and debris from all parts of the equipment.

## **ANNUAL**

1. Drain the oil from the reservoir and flush with mineral spirits or clean oil. After wiping down the tank sides and bottom to assure that no contamination remains, replace with clean filtered oil.
2. Remove Bollard top cap and road plates, check that the hydraulic cylinder is not leaking internally (see Hydraulic Trouble Shooting section for details). Replace cylinder seals or cylinder as necessary.
3. Check cylinder clevis pins for wear, replace as necessary.
4. Examine the foundation tubes for debris buildup, check drain lines and sump wells for drainage. Clean debris.
5. Tighten or replace any loose top plate bolts. Drill and tap to next size or use inserts if threads are stripped.
6. Check condition of the Bollard paint surface. Prepare, prime and touch up areas where the paint has been chipped or worn away. Apply new reflective tape as necessary.
7. Check hydraulic interconnect lines for kinks, contact wear or bulging. Replace or protect hoses as required.
8. Thoroughly clean the HPU, removing dust and spilled oil. Remove any rust build up on components. Touch up paint where necessary.
9. Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned on. (See Hydraulic Section for details.) Log value and pressure setting on Log sheet provided.

10. Test motor starter overloads by pressing the test button. Replace if necessary or press reset. Auto/Manual switch should be in the Manual position.
11. Check the pressure relief valve by depressing the starter armature and allowing unit to run to the relief pressure value of 2200 psig. Adjust as necessary.
12. ANNUALLY: Change hydraulic system oil and system filter.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference (see SF-1449, Block 27A)

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.** (Oct 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).

- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)
- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-4](#).
- (13) [Reserved]
- (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-6](#).
- (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#)
- (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- (22)
- (i) [52.219-28](#), Post Award Small Business Program Representation (May 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

- \_\_\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- \_\_\_ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- \_\_\_ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- ☒ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

— (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

— (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
  - (B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

Add the following clause in full text:

52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(a) *Definitions.* As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));  
and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying.

In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at ***www.irs.gov/w14***.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to ***<https://www.irs.gov/help/tax-law-questions>***.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.217-8      OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5) years*.

(End of clause)

52.232-19      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

US Embassy Dublin  
Financial Management Office  
42 Elgin Road, Ballsbridge  
Dublin 4, D04 TP03

[DublinFMC@state.gov](mailto:DublinFMC@state.gov)

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

---

---

---

(End of clause)

**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
St Patrick's Day (Irish)  
Good Friday (Irish)  
Easter Bank Holiday Monday (Irish)  
May Bank Holiday Monday (Irish)  
Memorial Day  
June Bank Holiday Monday (Irish)  
Independence Day  
August Bank Holiday Monday (Irish)  
Labor Day  
Columbus Day

October Bank Holiday Monday (Irish)  
Veterans Day  
Thanksgiving Day  
Christmas Day  
St Stephen's Day (Irish)

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (a) The COR for this contract is Embassy Facility Management Supervisor.  
(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

## SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

### ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Ireland then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for preventative maintenance services to Perimeter Access Control Equipment services to include but not limited to:

- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),  
**or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- 5 Copy of any company brochure, technical proposal, client list, financial statement, etc. or any other documentation which may assist evaluation

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION   TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision(s) is/are provided in full text:  
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals,

the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services,

regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Items (OCT 2020)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual

representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) [Reserved]

(d) [Reserced]

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) [Reserved]

(g) [Reserved]

(h) [Reserved]

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *[Reserved]*

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name:\_\_\_\_\_.

(Do not use a “doing business as” name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated

investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) of Public Law 115-232.

- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (2) The Offeror represents that—(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.  
(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) *Definitions*. As used in this provision—

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may

publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *<https://www.irs.gov/help/tax-law-questions>*.**

(End of provision)

.